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August 22, 2002

TN REGULATORY AUTHORITY  
DOCKET ROOM

The Honorable Sara Kyle, Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

DOCKET NO.  
**02-00897**

**RE: Local & EAS Agreement – CTC-TN & ICG Communications, Inc.**

Dear Chairman Kyle:

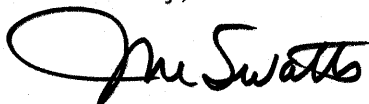
Enclosed for TRA approval are an original and 14 copies of a Local and EAS Service Agreement between Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee and ICG Communications, Inc.

A check in the amount of fifty dollars (\$50.00) to cover this filing fee is enclosed.

Please stamp as received the receipt copy and return it in the enclosed envelope.

If you have any questions please call me at 304-325-1216.

Sincerely,



J. Michael Swatts  
State Government Affairs Director

Enclosure

RECEIVED

AUG 27 2002

SARA KYLE, COMMISSIONER  
TN PUBLIC SERVICE COMM.

**ORIGINAL**

**LOCAL AND EAS SERVICE AGREEMENT**

**By and Between**

**Citizens Communications Company of Tennessee, L.L.C.**

**And**

**ICG COMMUNICATION INC.**

**Dated: April 26, 2002**

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### EXHIBIT 1

## LOCAL AND EAS SERVICE AGREEMENT

This Agreement ("Agreement"), is entered into by and between Citizens Communications Company of Tennessee, L.L.C. ("Citizens") and ICG Communications, Inc. ("Carrier"). Citizens and Carrier may also be referred to herein singularly as a "Party" or collectively as the "Parties".

WHEREAS, Carrier is authorized by the Commission as a Competitive Local Exchange Carrier or a Local Exchange Carrier and provides such service to its end user customers; and

WHEREAS, Citizens is an Incumbent Local Exchange Carrier (ILEC) providing local exchange service; and

WHEREAS, Carrier terminates Local Exchange Service traffic that originates from Citizens subscribers, and Citizens terminates Local Exchange Service traffic that originates from Carrier's subscribers; and

WHEREAS, Carrier wishes to terminate calls to Citizens end users within Citizens Local Exchange Service territory in an Local and Extended Area Service arrangement. If Carrier requests to provide Local Service within the Citizens ILEC serving territory under Sections 251 or 252 or the ACT, additional agreement will be required.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

### 1. SCOPE OF AGREEMENT

- 1.1 This Agreement sets forth terms and conditions under which Citizens and Carrier agree to interconnect their networks for Local and Extended Area Service (EAS) telecommunications services. The Agreement includes all accompanying Exhibit.
- 1.2. The Parties agree to connect their respective networks at mutually agreed upon points so as to furnish Local and Extended Area Service between those Exchanges of Exchange Carrier and those Exchanges of CITIZENS stated on Exhibit 1. The point of interconnection must be within the exchange service territory of Citizens. Each Party is responsible for providing the physical facilities necessary to handle traffic to and from such point of interconnection. This section is expressly limited to the transport and termination of Local and EAS Traffic originated by and terminated to end users of the parties in this agreement.
- 1.2 In the performance of their obligations under this Agreement, the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, the Act, or a state Commission, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall

not be unreasonably delayed, withheld or conditioned.

## 2. DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

- 2.1. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities request for interconnection.
- 2.2. "Act", as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.
- 2.3. "Ancillary Traffic", includes all traffic destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory assistance, 911/E911, Operator call termination (busy line interrupt and verify), 800/888, LIDB, and Information services requiring special billing.
- 2.4. CLLI Codes means Common Language Location Identifier Codes
- 2.5. Commission means the State Commission.
- 2.6. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps")
- 2.7. DS3 is a digital signal rate of 44.736 Mbps.
- 2.8. Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, access, settlement and study data. EMI format is contained in ATIS/OBF-EMI latest published editions, an Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry standards for exchange message records.
- 2.9. Extended Area Service (EAS) means a billing arrangement in which unlimited calls to specific areas outside of a normal flat-rate area are offered to a customer for a fixed monthly charge.
- 2.10. Interconnection in this Agreement is as defined in the Act.

- 2.11. Local Exchange Routing Guide (LERG) is a Telcordia reference document used to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 2.12. Local Exchange Service means the provision of telephone exchange traffic or exchange access which originates and terminates within the local calling area boundary as established and defined by the applicable state commission.
- 2.13. Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the CLC of the ATIS. The MECOD document, published as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more Local Exchange Carriers.
- 2.14. Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local and EAS traffic.
- 2.15. Rating Point is the V&H coordinates associated with a particular telephone number for rating purposes.

### 3. COMPENSATION FOR CALL TERMINATION & FACILITIES

- 3.1 The Parties each agree to terminate the other Party's Local/EAS traffic on a Bill and Keep basis of compensation. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the other Party for terminating the traffic, regardless of any charges the originating Party may assess its subscribers. The Parties each agree there will be separate and distinct trunk group for local/EAS traffic, subject to the provisions of Sections 4, 5, of this agreement.
- 3.2 Carrier may lease facilities from Citizens or alternate third Party provider for the provisions on Local/EAS Interconnection trunking, in which case the Carrier will bare the full cost of leasing such facility. Carrier agrees to pay Citizens applicable tariff rates if the facility is provided by Citizens. No Party will construct facilities that require the other Party to build unnecessary facilities.

### 4. PHYSICAL INTERCONNECTION

- 4.1 The Parties will establish Local/EAS Interconnection Trunks to exchange Local /EAS traffic. All Local/EAS Interconnection Trunk Groups established directly with the other Party's network including facilities and Points of Interconnection ("POIs") will conform with Exhibit 1. The Parties agree that all Local/EAS traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate Interlata toll Switched Access traffic or originate untranslated 800/888/877/866

traffic over Local/EAS Interconnection Trunks. Local/EAS Interconnection will be provided via two-way trunks where technically feasible unless a Party elects to implement one-way trunks whereby agreement shall not be unreasonably withheld, conditioned or delayed.

- 4.2 A POI is a negotiated Point of Interconnection, limited to the interconnection of facilities between one Party's switch and the other Party's switch. The actual physical POI and facilities used will be subject to negotiations between the Parties, but must be within the geographic area served by Citizens within the exchange boundary. Each Party will be responsible for its portion of the construction to the POI.
- 4.3 The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The interconnection facilities provided by each Party shall be formatted using Alternate Mark Inversion (AMI) Line Code with Superframe Format Framing and B8ZS signaling.
- 4.4 The electrical interface at the POI(s) will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Citizens will provide any multiplexing required for DS1 facilities or trunking at their end and Carrier will provide any DS1 multiplexing required for facilities or trunking at their end. The Parties will negotiate on a case by case basis for any requested OC3 and above interfaces.
- 4.5 To the extent available, the parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in applicable industry standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks.
- 4.6 Citizens and Carrier will engineer all Traffic Exchange Trunk using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.
- 4.7. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for Carriers, or Citizens internal customer demand.
- 4.8 N11 codes (e.g., 411, 611, & 911) shall not be sent between Carrier's network and Citizen's network over the Local/EAS Interconnection Trunk Groups.

## 5. SIGNALING SYSTEMS AND ADMINISTRATION

- 5.1 The Parties will interconnect their networks using SS7 signaling associated with all interconnection trunk groups as defined in Telecordia GR-246 "Bell Communications Research Specification of Signaling Systems 7 (SS7) and GR-905, "Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network (ISDN) User Part (ISUP)"including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks.

## 6. TRUNK FORECASTING

The Parties will work towards the development of joint forecasting responsibilities for traffic utilization over interconnection trunk groups covered in this contract. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other upon reasonable request.

## 7. GRADE OF SERVICE

Each Party will provision their network to provide a P.01 grade of service.

## 8. NETWORK MANAGEMENT

### 8.1. Protective Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Carrier and Citizens will immediately notify each other of any protective control action planned or executed

### 8.2. Mass Calling

Carrier and Citizens will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

### 8.3 Network Harm

Neither Party will use any service related to or use any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If



a Network Harm will occur or if a Party reasonably determines that a Network Harm is imminent, such Party will notify the other Party within 12 hours that temporary discontinuance or refusal of service may be required. If a temporary disconnect occurs the following will apply.

- (a) Notify the other Party immediately of such temporary discontinuance or refusal;
- (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- (c) Inform the other Party of its right to bring a complaint to the Commission or FCC.

#### 9. TERM OF AGREEMENT

This Agreement will commence when fully executed and have an initial term for one (1) year provided that either party will have the right to terminate this agreement with or without cause on sixty (60) days notice or negotiate an amendment to this Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless terminated as provided above. Upon termination of the Agreement, the interconnection arrangements between parties will continue without interruption. The economic terms of the subsequent agreement between the parties will apply retroactively to the termination date of this Agreement. If Carrier wishes to serve customers located within Citizen's local serving area, Carrier will initiate a written request to pursue negotiations under Section 251 of the ACT.

#### 10.. AMENDMENT OF AGREEMENT

This Agreement may not be amended, modified, or supplemented, nor may any obligations hereunder be waived by a party, except by written instrument signed by both parties.

#### 11. ASSIGNMENT

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written notice of the other Party; provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity without prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties' respective successors and assigns

#### 12. ENTIRE AGREEMENT

This Agreement, together with any and all Schedules and Exhibits which are attached hereto, sets forth the entire agreement and understanding of the parties and supersedes any and all prior agreements, written or oral, between the parties with respect to the subject matter hereof. Neither party will be bound by, and each party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of the Agreement and which is proffered by the other party in any correspondence or other document or through any course of conduct, unless the party to be bound thereby specifically agrees to such provision in writing..

13. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

13.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;

13.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo;

13.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;

13.4 Labor difficulties, such as strikes, picketing or boycotts;

13.5 Delays caused by other service or equipment vendors;

13.6. Any other circumstance beyond the reasonable control of the Party affected; then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

14. NO LICENSE

No license under patents, copyrights or any other intellectual property right (other than the limited license to use) is granted by either Party or will be implied or arise by estoppel with respect to any transactions contemplated under this Agreement

15. INDEPENDENT CONTRACTOR

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party will have any right, power or authority to enter into any agreement for, or on behalf of, or incur

any obligation or liability of, or to otherwise bind, the other party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

15. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

17. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

18. INDEMNITY

Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

19. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Communications Act of 1934, as amended, and the laws of the State Commission. It will be interpreted solely in accordance with the terms of the Communications Act of 1934, as amended, applicable rules of the Federal Communication Commission and applicable

state law.

## 20. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

## 21. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

## 22. CONFIDENTIALITY.

Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") will be deemed the property of the Disclosing Party. Proprietary Information, if written, will be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, will be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) will be held in confidence by each Receiving Party; (b) will be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and will be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party will be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with the next paragraph

## 23. DISPUTE RESOLUTION

23.1 The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall if necessary be escalated to the vice presidential level for each Party. In the event that the

officers of the Parties shall be unable to resolve a default or other dispute, the Parties shall then submit the matter to the PSC for non-binding mediation. If mediation by the PSC is unsuccessful, recourse may be had by either Party to the PSC, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

#### 24. WAIVERS

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such party's right to enforce any such provision or right in any other instance.

#### 25. NO THIRD PARTY BENEFICIARIES.

This Agreement is not made for the benefit of any person, firm, corporation or association other than the parties hereto. The parties do not intend to confer any rights or benefit hereunder on any person, firm or corporation other than the parties hereto; nor will any person, firm or corporation be allowed to claim any rights or benefits.

#### 26. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

For CLEC:  
ICG Communications Inc.  
Attention: Michael D. Kallet  
EVP Operations & CTO  
161 Inverness Drive West  
Englewood, CO 80112  
Tel: 303-414-8345  
Fax: 303-414-5817

and to Citizens, addressed as follows:  
Citizens Communications  
Attn: Director of Interconnection  
3441 W. Henrietta Rd.  
Rochester, NY 14623  
Tel : 716-777-7124  
Fax: 716-777-1196

Copy to:

ICG Communications  
Ms. Cheryl Hills  
Senior Director & Counsel  
Business & Government Affairs  
180 Grand Ave # 800  
Oakland, CA 94609

Tel: 510-239-7201  
Fax: 510-239-7063

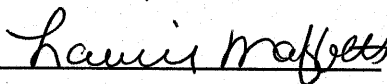
Each Party will inform the other in writing of any changes in the above addresses.

The Parties have caused this Local/EAS Service Agreement to be executed on their behalf on the dates set forth below.

By: CARRIER

CITIZENS COMMUNICATIONS COMPANY  
OF TENNESSEE, LLC

By: 

By: 

Name: Michael D. Kallet

Name: Laurie Maffett

Title: EVP Operations and CTO

Title: V.P. Regulatory and Carrier Services

Date: 4/26/02

Date: 5/23/02

**EXHIBIT 1****LOCAL/EAS INTERCONNECTION NETWORK ARRANGEMENTS TABLE**

Carrier Facility	Carrier NPA –NXX	POI	Citizens Switch	Citizens NPA-NXX
CLLI CODE	CODES	CLLI Code	CLLI CODE	CODES
NSVLTNMWDS0	931-303	CKVLTNXAW05	CKVLTNXADS0	931-372
NSVLTNMWDS0	931-304	MMVLTNXAW00	MMVLTNXADS0	931-506